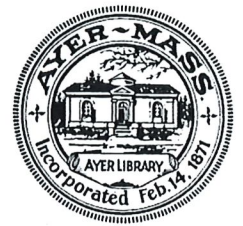


**Office of the Select Board  
Office of the Town Manager**



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | [www.ayer.ma.us](http://www.ayer.ma.us)

**MEMORANDUM**

**DATE:** March 1, 2024

**TO:** Ayer Community Preservation Committee  
c/o Janet Providakes, Chair

**Cc:** Ayer Select Board

**FROM:** Robert A. Pontbriand  
Town Manager

**SUBJECT: Application for Community Preservation Funding – Acquisition of 71 Sandy Pond Road for Future Open Space/Recreation Purposes**

Dear Members of the Community Preservation Committee,

Attached is the Application for Community Preservation Funding for the Acquisition of 71 Sandy Pond Road for future open space/recreation purposes for the Town of Ayer (See attached).

This application includes the following:

1. Town of Ayer CPC Application for Community Preservation Funding in the amount of \$350,000.
2. Application for Determination of Eligibility for Community Preservation as submitted and presented to the Community Preservation Committee on February 6, 2024. *(Note: This document includes the Property Card for 71 Sandy Pond Road; Cost Analysis for 71 Sandy Pond Road by the Building Commissioner; Purchase and Sale Agreement for Sandy Pond Road; and Presentation of Conceptual Plans).*
3. Page 82 of the Town of Ayer Open Space and Recreation Plan (As referenced in the Funding Application).
4. Letters of Project Support from:

The Ayer Select Board

Ayer Parks Commission

Ayer DPW Director

Ayer Town Planner

Ayer Director of Community and Economic Development

If you have any questions regarding this application or this project prior to the CPC Public Hearing scheduled for March 6, 2024 at 7pm, please do not hesitate to contact me directly. I look forward to meeting and presenting this application at the CPC Public Hearing on March 6, 2024 at 7pm. Thank you for your time and consideration.



**TOWN OF AYER**  
**Community Preservation Committee**

**APPLICATION FOR COMMUNITY PRESERVATION FUNDING**

**Submit to:**  
**Town of Ayer**  
**Community Preservation Committee**  
**1 Main Street**  
**Ayer, MA 01432**  
**Email: [cpc@ayer.ma.us](mailto:cpc@ayer.ma.us)**

**Date:** March 1, 2024

**Project Title:** Acquisition of 71 Sandy Pond Road for Future Open Space/Recreation Purposes

**Project Street Address (if applicable):** 71 Sandy Pond Road, Ayer, MA

**Assessors Map Number:** 029.0 **Lot/Parcel Number:** 001.0

**Deed Book Number:** 81572 **Deed Page Number:** 347

**Name(s) of Applicant/Contact Person and Project Manager:** \_\_\_\_\_  
Robert A. Pontbriand, Town Manager on behalf of the Ayer Select Board

**Name of Organization:** Town of Ayer

**Address:** 1 Main Street, Ayer, MA 01432

**Telephone:** 978-772-8220 x100

**Email:** [tm@ayer.ma.us](mailto:tm@ayer.ma.us)

**Sponsoring Organization (if applicable):** Ayer Select Board

**CPA Category** (Circle all that apply. You must circle a minimum of one category.):

Open Space

Historic Preservation

Recreation

Community Housing

Total Project Cost: \$ 700,000.00 CPA Funding Requested: \$ 350,000.00

**DETAILED NARRATIVE AND PROJECT DESCRIPTION:**

- **All of the following MUST be answered in the space provided (or with attachments).**
- Applications will be returned as incomplete if all relevant requested information is not provided.
- Include supporting materials and exhibits as necessary.
- A spreadsheet including the Budget and/or Timeline elements outlined in this application form is also acceptable.
- Please refer to Ayer CPC Funding Application Packet, including Guidelines for Project Submission, Eligibility, and General Criteria, before and while completing this application.

**1. Describe the project:** \*\* See Attached February 6, 2024 Application for Determination of Eligibility for Community Preservation\*\*

The project is the unique opportunity for the Town of Ayer to acquire 2.86 acres of land strategically located across from the Town Beach at Sandy Pond for future open space and recreation purposes. This land acquisition by the Town would be consistent with both the goals of the Town's Master Plan and the Town's Open Space and Recreation Plan in terms of creating new open space and recreation opportunities and improved public access for the Town. It is important to note that there is no definitive use plan for this property except to be used for future public open space/recreation purposes. The first step would be for the Town to acquire and own the property before the development of the future open space and recreation possibilities could be developed which would include a public process. The total cost for the land purchase is \$700,000 with \$350,000 from CPA funds and \$350,000 from Town funds subject to approval by the Ayer Town Meeting on April 22, 2024. Additionally, the purchase and sale agreement and authority to acquire requires approval by the Ayer Town Meeting on April 22, 2024.

**2. Goals:**

a. What are the goals of the proposed project?

The goals of the proposed project are to acquire 2.86 acres of land for future, public open space and recreation purposes which is strategically located directly across from the Town Beach and Waterfront at Sandy Pond.

b. Who will benefit from this project and why?

The Residents of Ayer and General Public would benefit from this further investment in public open space and parks and recreation. The project would also facilitate the improvement of some parking and access to the Town Beach and Waterfront at Sandy Pond. Additionally future generations would benefit from this public project.

c. How will success be measured?

The first measure of success would be the Town's acquisition of the property. The second measure of success after acquisition will be the public process to further design and develop the property for open space/park and recreation purposes.

### 3. Community Preservation Committee Criteria:

Which of the General Criteria does this project fulfill and how?

(\*\*Note: The application should address multiple criteria – please address all that apply to speed up the application process.)

This project specifically fulfills the Community Preservation Committee's Criteria of Open Space and of Recreation. The project would secure 2.86 acres of land for Open Space and Recreation purposes. Dedicated public open space land and dedicated public recreation land is at a premium in the Town of Ayer. This project would fulfill the CPC's and Town's criteria of Open Space and Recreation. This project as previously mentioned is also consistent with the Town's Master Plan and Open Space and Recreation Plan goals.

### 4. Statement of Community Need:

a. How does the Town of Ayer, and its residents, benefit from this project?

The Town of Ayer and its residents will benefit from this project as it will secure 2.86 acres of new municipally owned open space/parks and recreation land for the Residents of Ayer and General Public to have access to and to enjoy. Additionally, the strategic location of this project to the Town Beach and Waterfront provides future opportunities for improved access and enhancement of multiple public open space and recreation opportunities with connectivity among 71 Sandy Pond Road; the Town Beach; the Town Waterfront; and Sandy Pond. Additionally, this project would further enhance the recreation and open space opportunities of the surrounding neighborhood.

b. If applicable, explain how this project addresses needs identified in existing Town plans? (i.e. most recent Comprehensive Master Plan, Open Space and Recreation Plan, Community Preservation Plan)

Both the Town of Ayer Master Plan and the Town's Open Space and Recreation Plan prioritize the acquisition of open space and recreation land for the future of the Town of Ayer. Specifically, Page 82 of the Town's Open Space and Recreation Plan (See attached) addresses improved water access to Sandy Pond as a priority of which community members have also voiced concerns over the dangerous parking situation and general crowdedness of Sandy Pond Beach during the summer. This project provides an opportunity to achieve these goals as well as to address these concerns and rectify them.

### 5. Community Support:

What is the nature and level of support? Include letters of support from any Town Committees, Boards, and Departments, as well as local community groups that have reviewed and endorsed the project.

Please see the attached letters of support from the Ayer Select Board; Ayer Parks Commission; Ayer DPW Director; Ayer Town Planner; and the Ayer Director of Community and Economic Development

**6. Budget:**

## a. Budget Summary

Total Projected Cost \$700,000.00CPA Funds Requested \$350,000.00Cost Share Amount and Percent \$350,000.00 50%

## b. Budget Categories (as applicable)

- Equipment is generally defined as an item with a useful life expectancy of more than one year.
- Supplies are defined as an item with a useful life of less than one year.
- Construction means all types of work done on a particular property or building, including erecting, altering, or remodeling.
- The cost share is very important in giving the application a competitive advantage.)
- **Note:** CPA FUNDING FOR ANY CATEGORY REQUIRES COMPETITIVE BIDDING unless you can provide a sole source justification for any category.

\*\* Attach a minimum of one recent bid\*\*

	CPA Fund	Other Sources (list)	Total
Personnel			
Equipment			
Supplies			
Contractual			
Construction			
Other (Please Define)	\$350,000 for land purchase	\$350,000 for land purchase	\$700,000
<b>TOTAL</b>	<b>\$350,000</b>	<b>\$350,000</b>	<b>\$700,000</b>

c. Budget Cost Sharing

- Identify the amount of cost sharing for this project. Sources include private, federal, state or local government, or any other sources. Use additional pages as necessary.

Organization      **Town of Ayer Municipal Funds**  
 Item \_\_\_\_\_  
 Amount      **\$350,000**  
 Type (cash, in-kind, etc.)      **Municipal Funds**

Organization  
 Item \_\_\_\_\_  
 Amount \_\_\_\_\_  
 Type (cash, in-kind, etc.) \_\_\_\_\_

Organization  
 Item \_\_\_\_\_  
 Amount \_\_\_\_\_  
 Type (cash, in-kind, etc.) \_\_\_\_\_

**7. Funding:**

a. Note below and attach commitment letters from any organization providing a cost share contribution as listed above.

**The Ayer Select Board has publicly \$350,000 in municipal funds from either the Town's UDAG (Urban Development Action Grant) Funds under the authority of the Select Board and/or from the Town's ARPA (American Rescue Plan Act) Funds which are under the authority of the Select Board or a combination thereof.**

b. Describe any other attempts (including unsuccessful ones) to secure funding for this project.

**In addition to the public commitment of \$350,000 from the Ayer Select Board, this application is being submitted for \$350,000 in CPA Funds subject to Town Meeting approval.**

c. Are any 'Other Funds' in the budget in-kind? If yes, describe how the value of the in-kind contribution was derived. (In-kind contributions can be defined as a contribution of services or property, donated equipment, buildings or land, or donated supplies)

The Town of Ayer is and will continue to provide the legal services from Town Counsel with respect to completing the purchase and sale of the property contingent upon Town Meeting approval. If acquired by the Town, the Town will provide for the safe secure and any general maintenance of the property.

**8. Timeline:**

Provide a schedule for project implementation, including a timeline for starting and ending major tasks as well as a reasonable estimate for project completion. If the project is expected to take multiple years to complete, please break down on a year-by-year basis.

Upon approval by the Ayer Annual Town Meeting on April 22, 2024, per the Purchase and Sale Agreement the Town will close and own the property within 60 days. After acquisition of the property, the Town will develop and implement the appropriate public processes to include public involvement and input upon the further open space/park and recreation development of the property to include securing future funding as needed for these plans.

**9. Maintenance (if applicable):**

a. If ongoing maintenance is required, who will be responsible for it?

Upon owning the property, the Town of Ayer will be responsible for maintaining the property. The Town will continue to be responsible for and will fund any required ongoing maintenance of the property through its appropriate municipal departments of the property as it will be municipal property. The Town will also provide and fund the appropriate municipal insurance for the property.

b. How will it be funded? (Note: CPA funds cannot be used for regular maintenance.)

Regular maintenance will be funded on an annual basis through the municipal budget with funding from the appropriate Town departmental budgets (i.e. DPW, Parks, etc.)

c. Expected Annual Maintenance Budget (Please include a 5-year budget and documentation of commitment.)

Year one: \$ To be determined and budgeted for upon acquisition

Year two: \$ TBD but will be funded and maintained by the Town

Year three: \$ TBD but will be funded and maintained by the Town

Year four: \$ TBD but will be funded and maintained by the Town

Year five: \$ TBD but will be funded and maintained by the Town

**10. Project/Site Documentation (If applicable) (Submit 1 hard copy and 1 electronic copy):**

a. Note below and attach documentation that you have control over the site, such as a Purchase and Sale Agreement, option, or deed.

**\*\*See attached Purchase and Sale Agreement executed by the Ayer Select Board on January 2, 2024\*\***

b. Note below and submit photographs of the “before” status of your project via email to [cpc@ayer.ma.us](mailto:cpc@ayer.ma.us) with your electronic submission. If your application is approved, additional photographs of the completed project will be required. These photographs are needed for documentation of the use of Town funds and for use on the web site.

**\*\*See attached as contained in the February 6, 2024 CPC Application for Determination of Eligibility for Community Preservation Funding.**

c. Note below and attach any applicable engineering plans, architectural drawings, site plans, as well as any other renderings, relevant studies, historical background summaries, or material.

**\*\*See attached as contained in the February 6, 2024 CPC Application for Determination of Eligibility for Community Preservation Funding.**

**11. Zoning Compliance.**

If applicable, note below and provide evidence that the project does not violate any Zoning by-laws or any other laws or regulations, including environmental. List permits or approvals that may be needed.

**\*\*See attached Purchase and Sale Agreement\*\*** Note: the appropriate and required environmental analysis/assessment of the property is currently underway to be completed in advance of the Town Meeting on April 22, 2024.

**12. Is there any additional information that might benefit CPC in consideration of this project?**

This project represents a unique opportunity for the Town to acquire 2.86 acres of land for open space and park/recreation purposes that is strategically located across from Sandy Pond; the Town Beach; and Waterfront and affords an opportunity to further invest and enhance the Town's open space, parks, and recreation assets for current and future generations.



**APPLICANT'S SIGNATURE**

To the best of my knowledge and belief, all data in this application are true and correct. The document has been duly authorized by the individual or governing body of the applicant.

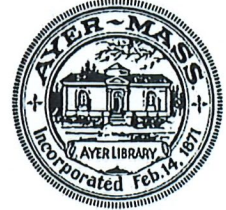
Applicant's Signature: Robert A. Rathwell, Town Manager

Date: March 1, 2024

Date Application Received \_\_\_\_\_ Date(s) Reviewed \_\_\_\_\_

Public Hearing \_\_\_\_\_ Advance to Town Meeting Y / N

Office of the Select Board  
Office of the Town Manager



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

**MEMORANDUM**

**DATE:** February 6, 2024

**TO:** Ayer Community Preservation Committee  
c/o Janet Providakes, Chair

**FROM:** Robert A. Pontbriand  
Town Manager

**SUBJECT:** Application for Determination of Eligibility for Community Preservation Funding - Acquisition of 71 Sandy Pond Road for Future Open Space/Recreation Purposes

Dear Members of the Community Preservation Committee,

Attached is the Application for Determination of Eligibility for Community Preservation Funding for the acquisition of the property at 71 Sandy Pond Road, Ayer for future open space/recreation purposes for the Town of Ayer (See attached).

The Town was recently presented with an opportunity to purchase 71 Sandy Pond Road for future open space/recreational purposes. Attached to the application is the property card for 71 Sandy Pond Road; Cost Analysis for 71 Sandy Pond Road by the Building Commissioner (for both a proposed two, two family duplex property and a single-family home); Purchase and Sale Agreement; and the presentation slides of conceptual plans for 71 Sandy Pond Road all which will be publicly presented at the Ayer Select Board meeting on February 6, 2024.

This potential acquisition presents a rare opportunity for the Town of Ayer to acquire 2.86 acres strategically located across from the Town Beach at Sandy Pond for future open space and recreation purposes. This potential acquisition would be consistent with both the goals of the Town's Master Plan and the Town's Open Space and Recreation Plan in terms of creating new open space and recreation opportunities for the Town. It is important to note that there is no definitive plan for this property at this time and the future open space/recreation uses of the property if acquired by the Town would be the result of a specific public process. The first step would be for the Town to acquire and own the property before the development of the future open space and recreation possibilities could be developed to include a public process. If the Town decides not to purchase the property, the private developer will proceed with his plans for residential development of the property.

The Select Board has entered into a Purchase and Sale Agreement (attached to the application) with the private property owner to purchase the property which is 2.86 acres for \$700,000 contingent upon the private property owner demolishing and removing all structures from the property and filling and levelling the site to grade. Additionally, the Purchase and Sale Agreement is contingent upon a satisfactory 21E environmental analysis, and the Purchase and Sale Agreement must be approved by the Town Meeting on April 22, 2024. If approved by the Town Meeting, per the Purchase and Sale Agreement, the property would be conveyed to the Town of Ayer within sixty (60) days of Town Meeting Approval.

In terms of funding the purchase of the property, it has been proposed that the Town use \$350,000 from CPA Funds from the Open Space and Recreation Categories and the other \$350,000 to come from Town funds from the UDAG Grant; ARPA Funds; or a combination thereof to be determined and finalized by the Select Board.

I look forward to meeting with the Community Preservation Committee at your February 7, 2024 meeting to further discuss this opportunity and project proposal and to answer any questions the Community Preservation Committee may have. The timeline for this project is to have the Town Meeting consider and approve the acquisition at the Annual Town Meeting on Monday, April 22, 2024 to include the Town Meeting approval of the CPA funding portion as well as the Town funding portion. At the conclusion of your meeting on February 7, 2024, I will be preparing the formal CPC Application for Community Preservation Funding to be transmitted to the Committee.

If you have any questions prior to your February 7, 2024 meeting, please do not hesitate to contact me directly. I look forward to working with you on this important opportunity and project for the Town.

Thank you for your time and consideration.

Attachment(s):           CPC Application for Determination of Eligibility for Community Preservation Funding  
                                  Memo to Select Board Re: Proposal for Acquisition of 71 Sandy Pond Road, 2-2-2024  
                                  Property Card for 71 Sandy Pond Road  
                                  Cost Analysis for 71 Sandy Pond Road by the Building Commissioner  
                                  Purchase and Sale Agreement for 71 Sandy Pond Road  
                                  Presentation of Conceptual Plans for 71 Sandy Pond Road for February 6, 2024 from the Select Board Meeting

Cc: Ayer Select Board



## TOWN OF AYER

### APPLICATION FOR DETERMINATION OF ELIGIBILITY FOR COMMUNITY PRESERVATION FUNDING

Date: February 6, 2024

Project Title: Aquisition of 71 Sandy Pond Road for Open Space and Recreational Purposes

Name of Applicant/Contact Person(s): Robert A. Pontbriand, Town Manager

Name of Organization: Town of Ayer

Address: 1 Main Street, Ayer, MA 01432

Telephone: 978-772-8220 x100 Email: tm@ayer.ma.us

CPA Category (circle all that apply):  **Open Space**  **Historic Preservation**

**Recreation**  **Community Housing**

Total Project Cost: \$ 700,000 CPA Funding Requested: \$ 350,000

Has this project sought CPA funding prior to this application? Y /  N  
(If Yes, include date(s) and detail.)

---

---

---

**Project Description:** Please provide a brief project description below (or on a separate sheet). Include a brief description of how your project accomplishes the goals of the CPA and include an estimated budget. Please include supporting materials as necessary. **\*\*See Attached Memo and Supporting Documents\*\***

---

---

---

---

---

---

---

---

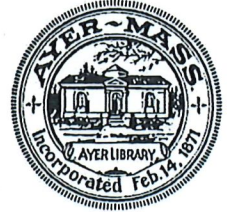
---

---

**NOTE: This Application enables the CPC to review the request to ensure eligibility, CPA compliance, and offer guidance. If eligible, an Application for Funding must be completed.**

Date Received \_\_\_\_\_ Date Reviewed \_\_\_\_\_ Determination of Eligibility Y / N

Office of the Select Board  
Office of the Town Manager



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

MEMORANDUM

DATE: February 2, 2024

TO: Ayer Select Board

FROM: Robert A. Pontbriand, Town Manager

SUBJECT: Proposal for Acquisition of 71 Sandy Pond Road

Dear Honorable Select Board Members,

At the meeting on February 6, 2024, I will be joined by the DPW Director to make a brief presentation and to facilitate a discussion with the Select Board regarding the proposal for the Town to acquire the property at 71 Sandy Pond Road for the future development by the Town as a parks and recreation asset to further enhance the Sandy Pond Beachfront and for the benefit of the Town. 71 Sandy Pond Road is a 2.3-acre property located diagonally across from the Sandy Pond Beachfront on Sandy Pond Road (See attached property card).

As the Select Board is aware, an opportunity to acquire 71 Sandy Pond Road from a private developer recently presented itself. The private developer has plans to construct two residential duplexes on the property but is willing to sell the property to the Town of Ayer for \$700,000 with the contingencies of demolishing and removing all structures on the property and leveling the property to grade; and subject to approval by the Annual Town Meeting on April 22, 2024. Attached for your review is a cost analysis for the private development of 71 Sandy Pond Road prepared by the Building Commissioner to demonstrate the private value of the site (See attached).

The Select Board authorized the Town Manager and Town Counsel to negotiate and develop a Purchase and Sales Agreement for the property in the amount of \$700,000 which was approved by the Select Board and executed with the private developer subject to approval by Town Meeting (See attached purchase and sale agreement).

If approved by Town Meeting, the Town would pay \$700,000 for the property of which \$350,000 would come from Community Preservation Act Funds for Open Space and Recreation and the other \$350,000 would come from either Town UDAG Funds; Town ARPA Funds; or other Town sources to be determined by the Select Board. Please note that no funding will be authorized or issued without Town Meeting approval.

It is important to note that this is an opportunity for the Town to acquire this important property that is directly across from the Town Beach, as well as in the project zone for the Sandy Pond Road Complete Streets Project and Safer Streets initiative for the purposes of further developing the Town's parks and recreation assets to include potentially some parking; a park; a playground; a pavilion; some parks storage; and endless other potential public ideas for the benefit of the Town. **It must be stressed that there is no definitive plan for this property at this time and the future of the property if acquired by the Town would be the result of a specific public process.** Additionally, this property would not be used as a future site for the Senior Center as the property does not meet the requirements for that project.

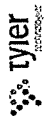
The first step in this proposal would be for Town Meeting to determine if the Town should acquire this private property for \$700,000 per the terms of the Purchase and Sale Agreement. If Town Meeting votes in the affirmative, then the Town will acquire the property and will then proceed with developing the appropriate public process regarding the future of the site. If Town Meeting does not authorize the purchase of the property, then the private property developer will proceed with his plans to develop the site with two residential duplexes.

At the meeting on February 6, 2024, we would like to discuss further with the Select Board the conceptual possibilities for the site; the funding plan for the proposal in terms of the non-CPC fund portion; and next steps leading up to and including Town Meeting on April 22, 2024.

Attached for your review and to facilitate the conceptual discussion, are some conceptual images developed by the DPW Engineering Division. These are just general concepts for the purpose of illustrating some potential concepts and ideas for further discussion. Again, there are no preconceived plans for this property at this time but given its proximity to the Town Beach, it represents an opportunity to further enhance the Town's parks and recreation assets and where land is at a premium in Ayer, a unique opportunity to secure the property for future public use by the Town.

Thank you.

Attachments(s):           Property Card for 71 Sandy Pond Road  
                                  Cost Analysis for 71 Sandy Pond Road by the Building Commissioner  
                                  Purchase and Sale Agreement for 71 Sandy Pond Road  
                                  Presentation of Conceptual Plans for 71 Sandy Pond Road for February 6, 2024



**TJER RESIDENTIAL PROPERTY RECORD CARD**

2024

AYER

Situs : 71 SANDY POND ROAD

Map ID: 019/029.0-0000-0001.0

Map: 029.0 Block: 0000 Lot: 0001.0

Card: 1 of 1

Printed: February 2, 2024

**CURRENT OWNER**

NORTH COUNTRY DEVELOPERS LLC  
71 SANDY POND ROAD  
AYER MA 01432

Tax Class TAXABLE  
NBHD 200.00  
Class 104  
Calc'd 2.29  
Acres

Price 301,000  
Sale Date 05/25/23  
Type Land & Bldgs  
Validity No-Foreclosure  
Grantor SANTANDER BANK  
Book/Page 81572 / 347

**GENERAL INFORMATION**

Road Type TWO-WAY  
Road Condition PAVED  
Traffic LIGHT  
Water PUBLIC SYS  
Sewer SEWER

**Land Information**

Seg Type	Code	NBHD	Zone	Method	Sq Ft	Acres	Infl Fact	Infl %	Value	Sup? Class
1	P	104	200.00	A2	A	43560	1		177,300	N R
2	U	104	200.00	A2	A	56192	1.29		4,128	N R

**Assessment Information**

Assessed	Cost	Income	Market
181,400	181,400	0	0
267,500	267,500	0	267,500
448,900	448,900	0	267,500
<b>Current Net Assessment 448,900</b>			
<b>Prior Year Land 181,400</b>			
<b>Prior Year Building 246,100</b>			
<b>Prior Year Total 427,500</b>			
<b>Prior Year Net Assessment 427,500</b>			

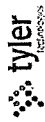
**Entrance Information**

Date	ID	Entry Code	Source
04-SEP-12	RRC	Exterior-Only	None
01-JUN-00	RAC	Exterior-Only	None

**Outbuilding Data**

Type	Size 1	Size 2	Area	Qty	Yr Blt	Grade	Condition	Value
Garage-1s	640 x 1		640	1	2010	C	5	23,220





RESIDENTIAL PROPERTY RECORD CARD

2024

AYER

Situs : 71 SANDY POND ROAD

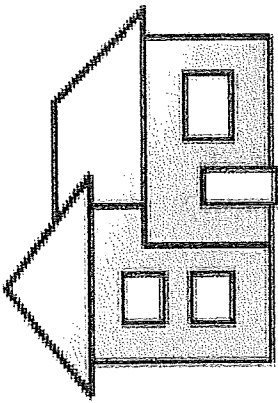
Parcel Id: 019/029.0-0000-0001.0

Class: TWO-FAMILY

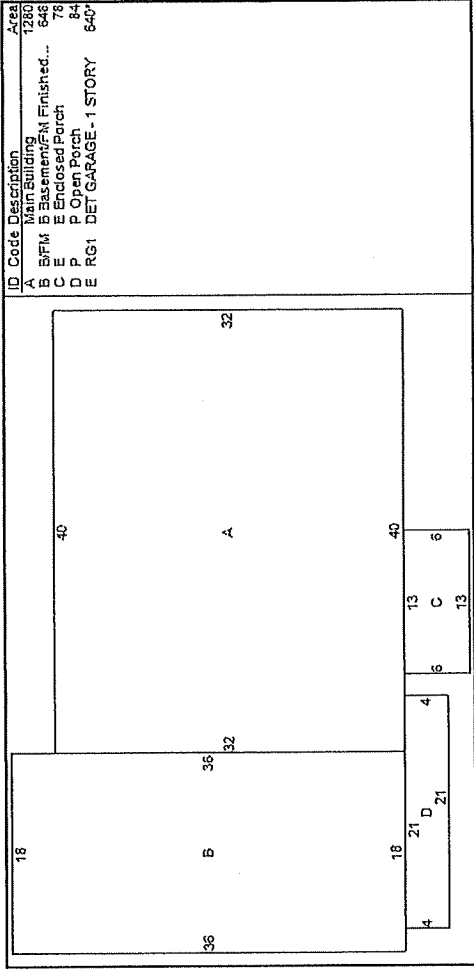
Card: 1 of 1

Printed: February 2, 2024

Dwelling Information	
Style	Conventional
Year Built	1940
Eff Year Built	1988
Roof	HIP
Foundation	CONCRETE
SFLA	1928
Basement	
# Car Bsmt Gar	
Bsmt Grade	
Fin Bsmt Grade	
BSMT RecRm Area:	
Heating & Cooling	
Heating/AC	Hot Water - Ac
Fuel Type	Oil
System Type	
Room Detail	
Bedrooms	3
Total Rooms	6
Custom Feat 1 -	
Custom Feat 1	Extra Fixtures 1
Custom Feat 2 -	Kitchen Quality TYPICAL
Custom Feat 2	Bath Quality TYPICAL
Adjustments	
Int vs Ext	Average
Unfinished Area	Occupancy 2
Grade & Depreciation	
Grade	C
Condition	Average
CDU	AVERAGE
Cost & Design	0
% Complete	RCNLD 210570
Dwelling Computations	
% Good	58
% Good Override	
Functional	



Sorry, no photo available for this record



ID	Code	Description	Area Type
A	B	Main Building	648
B	E	Basement	648
C	E	Enclosed Porch	78
D	B	P.O. Porch	84
E	RG1	DET GARAGE - 1 STORY	840*

Permits

Num	Date	ID	Amount	Type	Description	% Complete	Open/Closed	Inspection	Completed	Fee
147	27-JUL-04	78925	2,000	MN	STRIP AND RE-ROOF					
174	03-DEC-02	78925	200	MN	INSTALL WOOD STOVE					
173	03-DEC-02	78925	200	MN	INST 5 REPLACE WINDO					



Town of Ayer  
**BUILDING / ZONING DEPARTMENT**  
Town Hall – 1 Main St. – Ayer, MA 01432  
978-772-8220 x 154

**Charles R. Shultz Jr.**  
*Building Commissioner/Zoning Enforcement Officer*

February 5, 2024

Dear Robert,

Please excuse my oversight for not providing a cost analysis for single family homes also. The developer had not yet been denied for the duplexes yet, so I didn't include it.

Either way, you will see, depending on the square footage, that no matter what is developed the profit margins for the developer are about the same.

For this analysis I used the most recent sale price for 2 existing single-family homes and 2 new single-family homes.

The formula = sale price divided by square footage, which = cost per square foot. I removed the highest and lowest per square foot cost to get my average cost of \$331.00 per square foot.

Below are the homes that were used for the analysis.

77 Littleton Rd. Sold 1/31/24. Sale price 825k @ 2781sq' = 297k per sq'

66 Washington St. Sold 1/24/24. Sale price 399k @ 864sq' = 462k per sq' (removed)

8 Shaker Pond Sold 3/30/23. Sale price 879k @ 3062sq' = 287k per sq' (removed)

9 shaker Pond Sold 2/23/23. Sale price 751k @ 2056sq' = 365k per sq'

For the comparison to 71 sandy Pond, I am using the average sq' of the 2 homes and the average cost per sq'.

Purchase price (land and demo cost)	340k
Cost to Construct	700k
Real estate fee/closing cost	60k
Total investment	1,1 million



Town of Ayer  
**BUILDING / ZONING DEPARTMENT**  
Town Hall – 1 Main St. – Ayer, MA 01432  
978-772-8220 x 154

**Charles R. Shultz Jr.**  
*Building Commissioner/Zoning Enforcement Officer*

---

Potential profit to developer

Average sale price for comparable homes in Ayer                      800k@2 = 1,6 million

That leaves 500k profit + his original 340k investment = a potential value of 840k.

That number can fluctuate depending on the size of the homes the developer ultimately decides to construct.

All numbers for the comparison were taken for public sources again.



## ZONING/BUILDING DEPARTMENT

Town of Ayer

TOWN HALL 1 MAIN ST. AYER, MASSACHUSETTS. 01432

978-772-8214

CHARLES R. SHULTZ, JR.  
BUILDING COMMISSIONER/ZONING ENFORCEMENT

January 31, 2024

### Cost analysis for 71 Sandy Pond Road.

For comparison I am using the last 3 sales for 2 families/condos that most accurately mimic 71 Sandy Pond Rd. 128 and 130 Washington is the exact scenario as 71 sandy pond rd., the Builder purchased a home and after demolishing it was able to build 2 two-family homes by zoning.

1 and 5 Marshall St. were purchased as 2 individual lots where 2 two-family homes were permitted by zoning. The Shaker Pond two-family was part of an OSRD.

### Cost/Profit Analysis

#### 128 A&B and 130 A&B Washington Street.

Sale date: July 3, 2022

Purchase price (land and demo cost): 340k@ 4 (units) = 85k per unit

Price to construct each unit: + 300k

**Total cost:** 385k

Sale price: 589k

Real Estate Commission/Closing Cost: - 30k

**Total to Builder** 559k

Investment: - 385k

**Profit per unit:** 164k

#### 1-3 and 5-7 Marshall Street.

Sale date: March 13, 2023

Purchase price (land): 70k

Price to construct each unit: + 267k

**Total cost:** 337k

Sale price: 545k

Real Estate Commission/Closing Cost: - 28k

**Total to Builder** 517k

Investment: - 337k

**Profit per unit:** 180k

**19 and 21 Shaker Pond Rd.**

Sale date: June 22, 2023

Purchase price (land & road cost):	110k
Price to construct each unit:	<u>+ 267k</u>
<b>Total cost:</b>	<b>377k</b>
Sale price:	610k
Real Estate Commission/Closing Cost:	<u>- 34k</u>
<b>Total to Builder</b>	<b>576k</b>
Investment:	<u>- 377k</u>
<b>Profit per unit:</b>	<b>199k</b>

All numbers used for this cost analysis came from public records. (Building Permits, Assessors Records and real estate transactions.)

The property is being offered at 700k, the investor has 360k invested. That leaves 240k as profit or 60k per unit.

The average of the 5, two-families in the cost analysis is 181k per unit.

**PURCHASE AND SALE AGREEMENT**

1. **Information and Definitions**

- (a) **DATE OF AGREEMENT:** January 2, 2024
- (b) **PREMISES:** A parcel of land, with all improvements thereon, located at 71 Sandy Pond Road, Ayer, containing 2.29 acres, more or less, being Tax ID Map 29-0-1, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 81572, Page 347
- (c) **SELLER:** **North Country Developers LLC**  
**Address:** 186 Littleton Road, Ayer, MA 01423  
**Seller's Attorney:** Peter E. Knox, Esq., Commonwealth Legal Associates, P.C., 280 Great Road, Shirley, MA 01464  
**Phone:** (978) 425-0340 **Fax:** (978) 425-4072  
**Email:** attyknox@comcast.net
- (d) **BUYER:** **Town of Ayer**  
**Address:** Ayer Town Hall, 1 Main Street, Ayer, MA 01432  
**Buyer's Attorney:** Katharine Lord Klein, Esq., KP Law, P.C., 101 Arch Street, Boston, MA 02110  
**Phone:** (617) 654-1834 **Fax:** (617) 654-1735  
**Email:** kklein@k-plaw.com
- (e) **PURCHASE PRICE:** The total purchase price for the Premises is Seven Hundred Thousand Dollars (\$700,000.00), which is to be paid (subject to adjustments) at the time of delivery of the deed by certified, Town Treasurer's check, bank check or by wire transfer, at BUYER's discretion.
- (g) **CLOSING DATE:** Sixty (60) days from satisfaction of the conditions precedent listed at Section 14, at 10:00 a.m.. Time is of the essence.

- (h) PLACE: Middlesex South District Registry of Deeds, or a closing by mail, at BUYER's election.
- (i) TITLE: Quitclaim Deed.

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. The Premises will consist of vacant land, after Seller's demolition and removal of the improvements thereon, in accordance with Section 14(c) of this Agreement.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) provisions of existing building and zoning laws;
- (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as provided in Section 13;
- (c) any liens for municipal betterments assessed after the date of this Agreement; any betterments assessed before the date of this Agreement shall be paid by SELLER in full; and
- (d) easements, restrictions and/or reservations of record, if any, provided the same do not interfere with access to or use of the Premises for conservation and active recreation purposes.

5. Deed; Plans. SELLER shall prepare the deed. If said deed refers to a plan necessary to be recorded therewith, SELLER shall, at its sole cost and expense, prepare a survey plan acceptable to BUYER and adequate for registration.

6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. Possession and Control of Premises. Full possession of said Premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then: (a) in the same condition as they now are, reasonable use and wear thereof excepted (subject to Section 14(c) hereof), (b) not in violation of building and zoning laws, and (c) in compliance with provisions of Section 4 hereof. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to

deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title.

11. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, for institutional mortgages only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

13. Adjustments. Taxes on the Property for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the closing date, taxes will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises.

14. Buyer's Contingencies. BUYER's obligation to perform under this Agreement is subject to the following conditions, at BUYER's option:

- (a) Ayer Town Meeting shall have approved the acquisition of the Premises on the terms set forth herein and appropriated the purchase price therefor;
- (b) Compliance with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property, if applicable;



- (c) SELLER shall have demolished and removed the building(s) at the Premises, leveled the ground, and loamed and seeded the Premises;
- (d) SELLER shall have waived any rights SELLER may have to relocation benefits under the provisions of G.L. c. 79A, and SELLER shall sign and shall have obtained waivers of relocation benefits under G.L. c. 79A and CMR 27.03 from all tenants or occupants, if any, of the Premises or any portion thereof. SELLER shall represent and warrant in writing at closing that all such waivers have been provided as to all occupants. SELLER shall defend, indemnify and hold harmless BUYER as to any claim for relocation benefits brought against BUYER by any tenant or occupant of the Premises and pay any costs incurred by BUYER resulting from any such claim. The provisions of this paragraph shall survive the delivery of the deed;
- (e) BUYER shall have inspected the condition of the Premises, including the demolition and removal of the buildings, pursuant to Section 14(c), and SELLER's title to the Premises, and be satisfied with the same, in its sole and absolute discretion, notwithstanding anything herein to the contrary; and
- (f) Compliance by BUYER and SELLER with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the BUYER, and BUYER and SELLER agree to diligently pursue full compliance with said laws and regulations.

Provided, however, that if any of the conditions are not satisfied by the Closing Date, BUYER shall have the right to extend the closing for up to sixty (60) days by giving SELLER written notice thereof prior to the Closing Date, and shall inform SELLER of the new closing date at least seven (7) days prior to the Closing.

15. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless: (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises; (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use; (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and (d) the Premises abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located, or the Premises have an express access and utility easement leading from the Premises to a public way on terms acceptable to BUYER, in its discretion.

16. Affidavits, etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters, and SELLER shall indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (b) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and

regulations issued thereunder, which states, under penalty of perjury, SELLER's United States taxpayer identification number, that SELLER is not a foreign person, and SELLER's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; (d) an updated certification of the warranties and representations contained herein; (e) a Disclosure of Beneficial Interest form, as required under G.L. c.7C, §38; (f) a waiver of relocation assistance under G.L. c.79A; and (g) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement.

17. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

18. Representations. SELLER represents to the best of SELLER's knowledge to BUYER, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), that:

- (a) SELLER holds good and clear, record and marketable title to the Premises in fee simple subject to exceptions of record;
- (b) SELLER has not granted or entered into any options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire any interest in the Premises;
- (c) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
- (d) SELLER's execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties that could affect the Premises;
- (e) SELLER has the right, power and authority to enter into this Agreement and to sell the Premises in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by SELLER, will be a valid and binding obligation of SELLER in accordance with its terms;
- (f) SELLER is not a party to any litigation affecting the Premises, and SELLER knows of no litigation or threatened litigation affecting the Premises, or affecting SELLER, or any basis for any such litigation, which would either enjoin SELLER's performance under this Agreement or adversely impact the Premises;

- (g) To the best of SELER's knowledge: (i) no Hazardous Waste (defined in Section 19) has been generated, released, or disposed of at or from the Premises; (ii) there has been no release of any Hazardous Waste from the Premises; (iii) there are no underground storage tanks or other subsurface facilities currently in use or previously abandoned on the Premises, and (iv) chlordane has not been used as a pesticide on the Premises. Nothing herein shall affect BUYER's right to terminate this Agreement under the provisions of Section 19;
- (h) SELER has not received written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence or release of any Hazardous Waste (defined in Section 19), at or near the Premises; and
- (i) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELER.

SELER will not cause nor, to the best of SELER's ability, permit any action to be taken which would cause any of SELER's representations or warranties to be false as of closing, and in any event shall notify BUYER promptly of any change in these representations and warranties. SELER shall confirm these representations and warranties at closing, which will survive the same.

19. Inspection Rights. BUYER and its agents, employees, consultants, contractors or licensees shall have the right, upon at least twenty-four (24) hours' prior notice to SELER, which notice may be oral notice, to enter the Premises at BUYER's own risk for the purposes of conducting such inspections, surveys, tests and analysis as BUYER deems advisable, including, without limitation, environmental site assessments. In accomplishing BUYER's inspection of the Premises to determine evidence of oil, hazardous waste or hazardous materials, BUYER, at BUYER's expense, may accomplish a transaction screening environmental study. SELER or its agents may choose to accompany BUYER and/or BUYER's agents. BUYER shall, as soon as practicable, restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER's option, upon BUYER being satisfied with the condition of the Premises, including, without limitation, on not having found on the Premises any oil, hazardous waste or hazardous materials, as such terms are used in G.L. c.21E and any applicable federal and/or state laws, rules, and regulations ("Hazardous Waste"). In the event Hazardous Waste is found, or the BUYER is not satisfied with the condition of the Premises, BUYER shall have the right, to be exercised in its sole and absolute discretion, to terminate this Agreement, whereupon all the rights and obligations of the parties shall cease except those that are stated herein to survive such termination. Nothing herein shall affect BUYER's rights under this Agreement to walk through and inspect the Premises at any time prior to the delivery of the deed.

20. Brokers. BUYER and SELER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction, and BUYER and SELER agree, to the extent permitted by law, to defend, indemnify each other against and hold

the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against BUYER or SELLER by any broker in connection with this transaction. The provisions of this Section shall survive delivery of the deed.

21. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price, less the permitted adjustments, paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. BUYER's proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by BUYER's attorney who shall release the check to SELLER only following the recording of the deed.

22. Condition of Premises at Closing. SELLER agrees to deliver the Premises in a condition substantially similar to their condition on the date of this Agreement, removing all improvements, in accordance with Section 14(c) and all of SELLER's personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it.

23. Taking; Casualty. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than BUYER, or in the event that the Premises are damaged or destroyed by fire, vandalism or other casualty, the BUYER may, at its sole option, terminate this Agreement without recourse. All risk of loss shall stay with the SELLER until the recording of the deed.

24. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronic transmission (e-mail, provided that any e-mail sent after 5:00 p.m. on a business day shall be deemed received on the following business day), to the party's attorney at the addresses set forth in Section 1.

25. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile and scanned signatures shall be construed as original.

26. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission. The provisions of this Section shall survive the closing and delivery of the deed.

27. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as SELLER, their obligations hereunder shall be joint and several. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

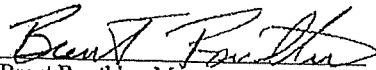
28. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

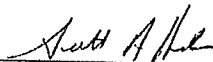
[Signature Page Follows]

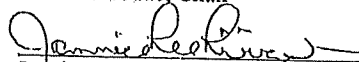
In Witness Whereof, the parties hereto sign this Agreement under seal as of this 2<sup>nd</sup> day of January, 2024.

SELLER:  
NORTH COUNTRY DEVELOPERS LLC

BUYER: TOWN OF AYER,  
By its Select Board

By:   
Brent Routhier, Manager

  
Scott A. Houde, Chair

  
Jarnice L. Livingston, Vice Chair

\_\_\_\_\_  
Shaun C. Copeland, Clerk

# 71 Sandy Pond Road

February 6<sup>th</sup>, 2024





71 Sandy Pond Road



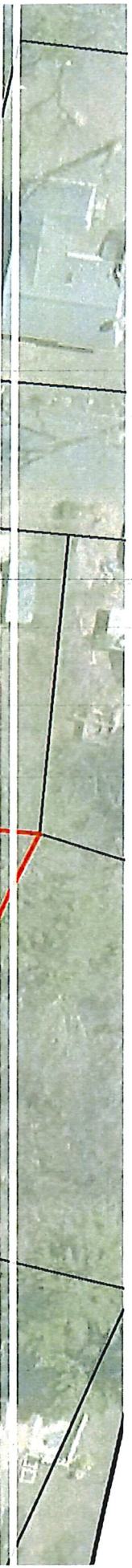


SANDY POND ROAD

SNAKE HILL ROAD

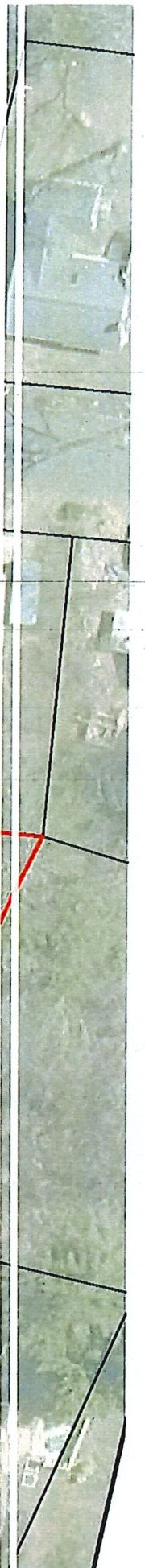
EXISTING  
HOUSE #71

71 Sandy Pond Road



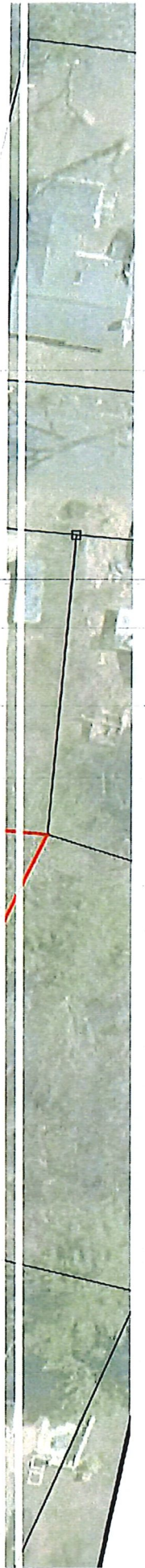


Proposed Duplexes



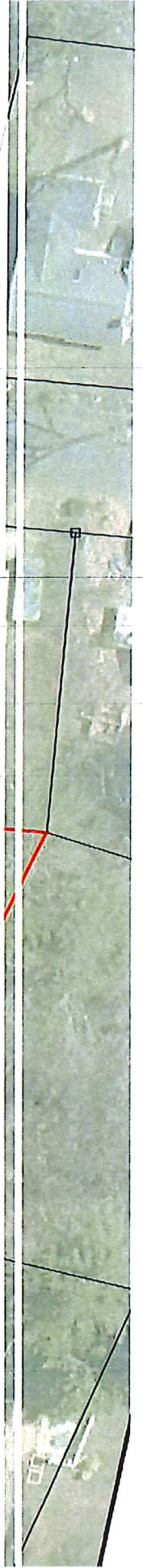


# Conceptual Plan 1



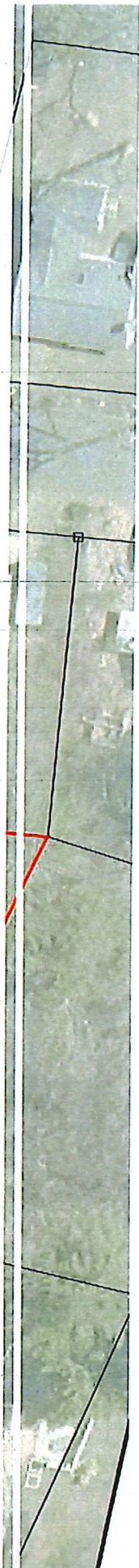


# Conceptual Plan 2



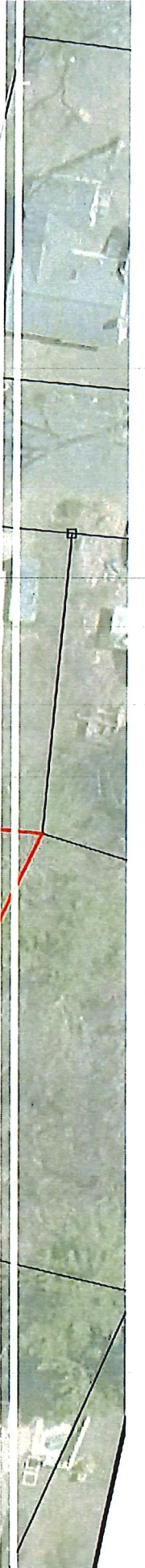


# Conceptual Plan 3





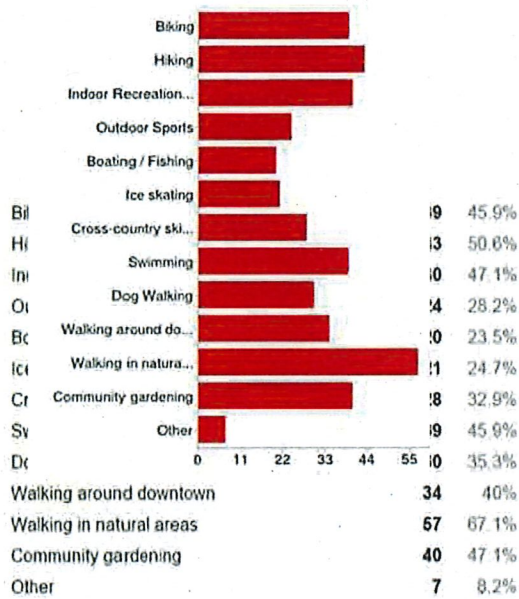
# Conceptual Plan 4



## Improved Pedestrian Connectivity

Many residents would like to increase the local and regional connectivity of Ayer's pedestrian network (trails, rail trails, sidewalks). Improving connections between Ayer's residential, industrial, open spaces, and recreation areas would likely decrease automobile congestion and improve health, while increasing public access to, and use of, OSR areas. Sixty-seven (67%) percent of questionnaire respondents said they would like to see more opportunities to walk around Ayer's open space.

In the online questionnaire, participants were asked to identify which of these recreational activities they would like to see increased opportunities for in town. Walking in nature (67.1%) received the most votes.



Emissions resulting from the widespread use of automobiles negatively impact the planet's environment. Increasing the capacity of Ayer's pedestrian network would directly respond to the community's desires, while reducing pollution.

Increasing the amount of indoor, year-round recreational opportunities was discussed at both community meetings and received strong support (47%) in the online questionnaires. The community identified a regional lack of indoor recreation areas, and future opportunities for increasing these spaces should be explored.

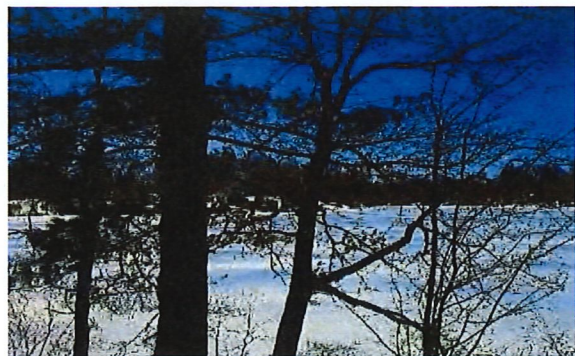


*Photo 27 There are many opportunities to improve Ayer's walkability, including repurposing the recently abandoned railroad track running northwest from downtown to Groton.*

## Water Access

From the Nashua River to its great ponds, Ayer has a diversity of water resources. However, recreational access to many of these areas is limited or nonexistent. One of the main water access issues is the size and limited amount of available parking at the Sandy Pond Town Beach. Sixty-eight (68%) percent of survey respondents chose Sandy Pond as one of their top three places in Ayer, yet there is only one small public beach and no public boat access. Town residents not living on Sandy Pond are forced to launch their boats illegally. Both the town and the state are pursuing rectifying this recreation gap through on-going land acquisition deals that may have been completed by the time this Plan is finalized.

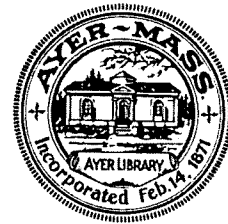
Community members have also voiced concerns over the dangerous parking situation and general crowdedness of Sandy Pond Beach during the summer. Ayer needs to prioritize increasing public accessibility to its water resources, as also identified in the state's SCORP.



*Photo 28 There are opportunities for creating public water access on vacant property surrounding Ayer's ponds.*

**Office of the Select Board  
Office of the Town Manager**

---



**Town of Ayer| Ayer Town Hall| 1 Main Street| Ayer, MA 01432|978-772-8220| [www.ayer.ma.us](http://www.ayer.ma.us)**

February 20, 2023

Ayer Community Preservation Committee  
c/o Janet Providakes, Chair  
Town Hall - 1 Main Street  
Ayer, MA 01432

**Subject: Letter of Support for the Application for CPA Funding for the Acquisition by Purchase of 71 Sandy Pond Road**

Dear Members of the Community Preservation Committee,

We are writing this letter in strong support of the Town's application submitted to you for CPA Funding in the amount of \$350,000 for the acquisition by purchase of 71 Sandy Pond Road subject to Town Meeting approval on April 22, 2024. We strongly believe that the opportunity presented to the Town to acquire this 2.8-acre parcel of land strategically located across from the Town Beach at Sandy Pond is an investment in the future development of the Town's open space and parks and recreation opportunities. The Town has been interested in this property for many years and it is acquisition by the Town would be consistent with the goals set forth in the Town's current Master Plan and Open Space and Recreation Plans. The possibilities for the property in terms of open space, parks, and recreation are numerous and if acquired, the Town would embark on a dedicated public process to determine the best open space, parks, and recreation uses for the property. Additionally, if acquired, the Town would commit to the maintenance of the property.

In terms of funding, we appreciate the Community Preservation Committee's consideration to authorize up to \$350,000 in CPA Funds from the Open Space and Recreation Categories. We further understand that this funding would restrict the future uses of the property to open space, parks, and recreation purposes. That is the intent of this acquisition. The property is not a viable site for the future Senior Center nor is it the intent of the Town to use the property for any other purposes than to enhance the Town's open space, parks, and recreation opportunities. The balance of the funding to purchase the property in the amount of an additional \$350,000 will come from Town funds, most likely the UDAG Grant and/or ARPA Funds or a combination thereof.

Additionally, the Town has several plans adjacent to this property in terms of the implementation of a "Safer Streets" program for Sandy Pond Road as well as various infrastructure and streetscape improvements for this location which this acquisition would further facilities in making the Town Beach; Sandy Pond Road; and the neighborhood safer and more accessible.

The purchase of the property in the total amount of \$700,000 is contingent upon Town Meeting approval on April 22, 2024 as well as a satisfactory environmental assessment. Additionally, the Seller of the property must level and remove all structures (including the house) from the property and level the property to street grade. A full presentation of this opportunity will be made at the Town Meeting on April 22, 2024 for which the Select Board fully supports.

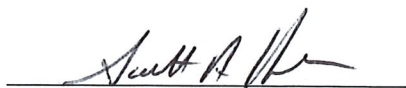


In conclusion, this is a unique and once in a lifetime opportunity for the Town to acquire a piece of property which will enhance the Town's open space, recreation, and parks opportunities for current and future generations. We thank you for your consideration and support of this opportunity and moving it forward to the Town Meeting for the voters of Ayer to decide.

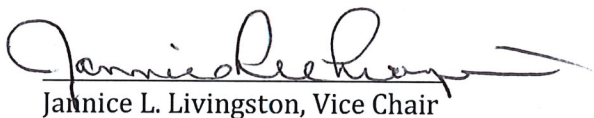
If you have any questions of the Select Board, please do not hesitate to contact us.

Thank you for your time, consideration, and support for this important project and opportunity.

Sincerely,



Scott A. Houde, Chair



Jannice L. Livingston, Vice Chair



Shaun C. Copeland, Clerk

***The Ayer Select Board***

# Ayer Parks Department

Town Hall ♦ One Main Street ♦ Ayer, MA 01432  
978-772-8217 ♦ 978-772-8222 (fax)



February 26, 2024

Members of the Ayer CPC Committee, Ayer Select Board,

We are writing to you regarding our department's support of the proposal to acquire the property at 71 Sandy Pond Road. This would offer numerous opportunities for the Town of Ayer to enhance the recreational opportunities at Sandy Pond Beach and perhaps offer other recreational services at that location. One of the main priorities we have been looking at is finding a solution to the lack of parking that currently exists at Sandy Pond Beach. We currently only have two small lots, leading to patrons needing to find street parking along Sandy Pond Road, which has a variety of safety concerns. Constituents have asked for many decades to have more public parking available for Sandy Pond use, and with few other options available, this would be an incredible opportunity. We could also envision picnic areas or other recreational potential within that property.

Please feel free to contact us if you would like more information or to discuss this further.

Sincerely,

Ayer Parks Commission

A handwritten signature in black ink, appearing to be a stylized name, possibly "C. H. ...".

Dan Van Schalkwyk, P.E., Director  
Kimberly Abraham, Water and Sewer Superintendent  
Matt Herson, P.E., Town Engineer  
Pam Martin, Business Manager

25 BROOK STREET  
AYER, MASSACHUSETTS 01432  
T: (978) 772-8240  
F: (978) 772-8244

February 29, 2024

Community Preservation Committee  
1 Main Street  
Ayer, MA 01432

**Re: Letter of Support for 71 Sandy Pond Road Request for Funding**

Dear Committee:

The Ayer DPW is fully supportive of the funding request by the Town of Ayer for 71 Sandy Pond Road.

The property location is advantageous due to its proximity to the Town's Sandy Pond Beach. There does not appear to be a use of the property for DPW, Fire, Police, COA, etc.; however, there are potential benefits to open space and recreation. The property is essentially a "blank canvas" for the Town to plan a beneficial change. Below are some of the main reasons why DPW supports this project.

Town Planning Goals

The Town has goals in its planning documents for Sandy Pond Beach that this property would likely be able to support, as indicated below:

Citations from Ayer's Master Plan:

*"Sandy Pond beach is among Ayer's most valuable open space resources."*

*"Finding a long-term parking solution for and maintaining a safe level of usership will be long-term needs for Sandy Pond Beach."*

*"The availability, location, and safety of parking facilities impacts the viability of residential and commercial districts, and is an issue most acutely felt in Ayer in the Downtown area, and also at Sandy Pond Beach during the summer season."*

*"Prioritize the expansion of open space and/or public access easements around ponds and streams in Ayer to facilitate public access for recreational use such as kayaking launches and hiking trails."*

Citations from OSRP:

*"...One of the main water access issues is the size and limited amount of available parking at the Sandy Pond Town Beach. Sixty-eight (68%) percent of survey respondents chose Sandy Pond as one of their top three places in Ayer, yet there is only one small public beach and no public boat access. Town residents not living on Sandy Pond are forced to launch their boats illegally. Both the town and the state are pursuing rectifying this recreation gap through on-*



*going land acquisition deals that may have been completed by the time this Plan is finalized. Community members have also voiced concerns over the dangerous parking situation and general crowdedness of Sandy Pond Beach during the summer. Ayer needs to prioritize increasing public accessibility to its water resources, as also identified in the state's SCORP [Statewide Comprehensive Outdoor Recreation Plan]."*

Action Items 4.32, 4.33, and 4.42:

*"4.33: Conduct a feasibility study on creating a public boat ramp for Flanagan and Sandy Ponds"*

*"4.32: Identify potential opportunities to gain easements or town ownership to secure access to Flanagan and Sandy Ponds for small boat craft"*

*"4.42: ADA compliant bathhouse is constructed at Sandy Pond Beach, along with additional play structures and an expanded dock system."*

### Complete Streets Project

In 2024, the DPW is planning to construct a complete street on Sandy Pond Road, from Snake Hill Road to Patriot Way. The project includes the frontage of 71 Sandy Pond Road, providing sidewalk and crosswalk connections to the beach. The changes the DPW is making to the streetscape are a factor to consider in the overall planning of the area. The project includes many changes which will make the road safer and accommodate bicycles and pedestrians, including:

- narrower travel lanes
- bike lanes
- sidewalk
- compliant/designed on-street parking on the south side of Sandy Pond Road across from the beach
- curb extensions (a.k.a. "bump outs") with crosswalks and rectangular rapid flashing beacons (RRFBs) for safer crossing of Sandy Pond Road at Snake Hill Road
- a reduction of the speed limit in the area to 20 MPH, including speed limit signage and speed feedback signs
- improve the alignment of the Snake Hill Road intersection, adding green space to the beach

### Planning Considerations

If the acquisition of the property is approved, the Town will complete a public process to plan changes in the best interest of the Town. Some considerations could be:

- Addressing public boat access
- Adding space to the beach for play areas and eliminating some of the onsite parking
- Adding recreation space
- Adding a walking trail
- Addressing parking in general



Letter of Support for 71 Sandy Pond Road Request for Funding  
February 29, 2024

In summary, this is an important opportunity for the Town which will affect generations of inhabitants and the DPW fully supports the project.

Sincerely,



---

Dan Van Schalkwyk, PE.  
Town of Ayer  
Director Public Works



# Town of Ayer Office of the Town Planner



---

Town of Ayer | Ayer Town Hall | 1 Main Street, 3<sup>rd</sup> Floor | Ayer, MA 01432 | 978-772-8218 | [www.ayer.ma.us](http://www.ayer.ma.us)

## Memorandum

To: Ayer Community Preservation Committee

From: Daniel Ruiz, Town Planner

Re: Letter of Support for the Acquisition of 71 Sand Pond Road for Future Open Space/Recreation Purposes

Date: February 29, 2024

---

Dear Member of the Community Preservation Committee,

The Town of Ayer was recently presented with a great opportunity to purchase the property located at 71 Sandy Pond Road for future open space/recreational purposes. This property is 2.86 acres of land that is advantageously located across from the Town Beach at Sandy Pond. The acquisition of this parcel is an alluring opportunity for the Town of Ayer to meet its goals within the Town's Master Plan and Open Space Plan. This property would give the Town of Ayer the ability to create future open space and recreational uses that would cohesively serve the Town Beach. The potential open space and recreational uses could help the Town Beach like potential additional parking, family picnic areas, playground, shower/feet washing station with changing room, and a nature walking path. There could be more opportunities for potential uses that I have not listed but the Town Residents, Town Boards, and Town Departments would have the ability to give input on potential uses. These potential uses would serve the Town Beach and its residents more than the potential of residential uses at the property that the private developer has in mind.

Please accept this letter of support from the Office of the Town Planner for the Town's acquisition of this property for future open space/recreational purposes. The unique opportunity for the acquisition of this property would have an immense positive impact on the future of the Town Beach and the Town residents.

Thank you for your consideration.

# Town of Ayer

## Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8206 ♦ Fax: 978-772-8208



Ayer Community Preservation Committee  
Ayer Town Hall  
1 Main St.  
Ayer, MA 01432

Dear Members of the Ayer Community Preservation Committee,

The Ayer Office of Community & Economic Development (AOCED) submits this letter in strong support of the requested \$350,000 in CPA funding for the acquisition of 71 Sandy Pond Rd.

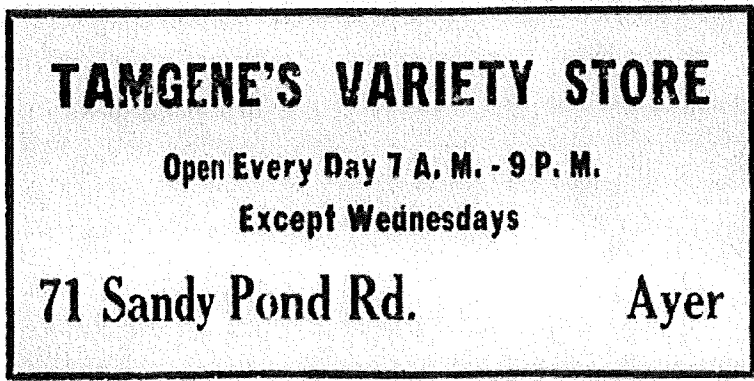
Article 3 of the Ayer Special Town Meeting of June 5, 1945 reads, "To see if the Town will raise and appropriate a sum of money to acquire land and buildings at Sandy Pond owned by Nina M.H. Beverly by purchase or taking by eminent domain under Chapter 79 for public playground or recreation center at Sandy Pond, take any action thereon or in relation thereto." The amount appropriated to acquire the land and buildings for Sandy Pond Beach in 1945 was \$3,000.

The creation of Sandy Pond Beach was a noteworthy civic, volunteer-based effort. The 1945 Report of the Recreation Committee reads, "We cleaned the rubbish out of the buildings...repaired the windows and locked the place. Temporary dressing rooms were made for the boys and girls. Treatment of the grounds consisted of cutting grass, picking up rubbish, cutting brush, removing dead trees,... We cut brush and partly drained and graded a section of the swamp. Cleaned the bottom of the pond of debris, several truck loads were removed. Scraped and dragged the bottom. Set up pumps and pumped away the mud. The swimmers did a great deal to help in cleaning up the mud and in removing small sharp articles, encouraged by minor cuts... It was necessary to clean out (the weeds) to encourage the circulation of water through the area. This area was all roped off with floating blocks, a small area was set aside for children and beginners, called the "crib". The water tested by the Nashoba Associated Boards of Health showed no contamination... We made our own anchors, sand boxes, and picnic tables, and put in water for showers, drinking, etc. A life boat was purchased. We propose to install fireplaces, telephone for emergency, toilet facilities, racks for bicycles,... We hope to have someone live there to care for the place, operating a concession or store".

Thus in 1945/46, Ayer's Sandy Pond Beach became a wonderful, social and healthful summertime recreational destination place generations of Ayer families, friends and visitors.

What was lacking and greatly needed as a civic amenity to Sandy Pond Beach, for both children and parents, was a neighborhood Variety Shop in immediate walking proximity to the Beach.

As today, in the late-1940s/early-1950s there were countless Sandy Pond beachgoers who greatly benefitted from an opportunity to take a short walk (across the street) from the Beach, to get cold drinks, candy, ice cream, fishing tackle & bait, and a whole variety of fun summertime impulse goods – and that place located at 71 Sandy Pond Rd. was called “Tamgene’s Variety Store”, which was open daily from 7:00AM-9:00PM, owned and operated by Teresa & Eugene Messer.



*(Advertisement: The Public Spirit, August 13, 1964)*

Ask any longtime Ayer residents of their summertime memories of Sandy Pond Beach and Tamgene’s Store at 71 Sandy Pond Rd. – and they will express their fond memories of this location across from Sandy Pond Beach as a most valued civic amenity to their beloved Beach.

From the earliest years of Sandy Pond Beach, and through the decades, 71 Sandy Pond Rd. functioned as an important civic amenity spot and recreational accessory to Sandy Pond Beach.

In 2024, almost 80-years since the creation of Sandy Pond Beach, the Town of Ayer has an opportunity to acquire and weave 71 Sandy Pond Rd. back into the original, authentic heritage fabric of the Sandy Pond Beach experience.

In closing, the Ayer Office of Community & Economic Development (AOCED) strongly recommends approving the CPA funding request in order to advance the restoration, preservation and continued improvement of Ayer’s beloved natural gem – Sandy Pond Beach & 71 Sandy Pond Rd. – They belong together.

Thank you,

A handwritten signature in black ink, appearing to read "A. Manojan".

Alan S. Manojan  
Dir. AOCED